



## APPLICATION & OUR TERMS

**Event:** Victorian Festival of DIWALI @ Federation Square  
**Date:** Saturday, 19th October 2019  
**Time:** 11:00am to 10pm (Extra time included)  
**Organizer:** The Diwali 2019 Committee (“the Committee”)  
**Association:** Celebrate India Inc. (“CII”) (the officials)  
**Application:** Double Food Stall (6x3Mets)

Please accept my application as an expression of interest to hold a food stall for the Diwali festival at Federation Square (“**Fed Square**”) in 2019.

- A. By completing this attached form, I have applied to CII to hold a food stall for the Diwali festival at Fed Square.
- B. If the applicant is a company, the application has been made jointly and severally by the company and its directors.
- C. In consideration of CII agreeing to provide a site to hold a food stall for the Diwali festival at Fed Square, I agree to be bound by and comply with the terms and conditions set out below.
- D. A Director of a company who signs this form agrees that he is signing in his personal capacity, as well as, a director on behalf of the company.
- E. CII is not taken to enter into this agreement until it executes the same.
- F. Should you have any questions please contact:

Name: <b>Surinder Dhar/ Brijal Parikh</b>	Name: A Sharma
Position: Team Leader (Food Stalls)	Position: Chairman
Address: Celebrate India Inc. PO Box 33 Taylors Lakes, Vic 3038	Address: Celebrate India Inc. PO Box 33, Taylors Lakes, Vic 3038
Mobile No.: 0469 429 640	Email: <a href="mailto:contact@celebrateindia.org.au">contact@celebrateindia.org.au</a>

**PN: OUTDOOR EVENT: Being an outdoor event, this Event is subject to any adverse weather conditions, for which no one is liable.**

## I. THE APPLICANT DETAILS:

The Applicant means the person completing this form; and in the case of a partnership, each partner and his heirs, successors and personal representatives; and in the case of a corporation, the corporation and each director; and their successors, employees, personal representatives as the case may be.

\*Name of Business: \_\_\_\_\_

ACN/ABN: \_\_\_\_\_

\*Business Address (Street address): \_\_\_\_\_

\_\_\_\_\_

\*Name of authorised person: \_\_\_\_\_

\*Position of authorised person  
(owner/manager): \_\_\_\_\_

\*Phone No.: \_\_\_\_\_ Mobile No.: \_\_\_\_\_

\*Email: \_\_\_\_\_ Fax No.: \_\_\_\_\_

\*Names of two **(2) contacts** on the day: 1. \_\_\_\_\_

8With their Mobile Numbers: 2. \_\_\_\_\_

## II. PRICE:

1. We require a deposit in the sum of \$3,000.00 by direct deposit made to CII. Full payment must be received by CII before 5:00pm on **23th August 2019**, with a signed copy of this Application.
2. The deposit includes a refundable bond of **\$600.00**.

### 111. ACCOUNT DETAILS-

Please transfer the correct amount in following account with your business name and notify the team leader.

**Celebrate India inc ; Bank name : CBA**

**BSB: 063122, Account No: 10471102**

- Please provide **your bank details for refund** (Large casing only)

Account Name:..... Bank Name:.....

BSB: ..... Account Number:.....

## SIGNED AS AN AGREEMENT

### THE APPLICANT:

Where the Applicant is a company:

EXECUTED FOR AND ON BEHALF OF )  
\_\_\_\_\_ PTY )  
LTD ACN \_\_\_\_\_ in )  
accordance with section 127 of the )  
Corporations Act: )

x \_\_\_\_\_  
Signature of Director

x \_\_\_\_\_  
Signature of Director/Secretary\*

x \_\_\_\_\_  
Print Name of Signatory

x \_\_\_\_\_  
Print Name of Signatory

Where the Applicant a Business or Individual:

Signed by the said )  
 )  
x \_\_\_\_\_ )  
in the presence of: )

x \_\_\_\_\_

x \_\_\_\_\_  
Signature of Witness

x \_\_\_\_\_  
Print name of Witness

### CELEBRATE INDIA INC:

EXECUTED FOR AND ON BEHALF OF )  
**CELEBRATE INDIA INC.** (A004914M): )  
 )  
 )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory

### 1V. TERMS OF ALLOTMENT:

1. All successful applicants will be notified of the allocations ASAP. Unsuccessful applicants will receive their full deposit in timely manner **as long as their account details are provided clearly in full** to CII.
2. **ALLOCATION- Stall sites will be allocated as per their power needs and its availability from the various power points on the riverside by the Fed Square and is not negotiable.**
3. Applicants **must leave** the food stalls in a clean condition including **removal of all food waste and residue is left behind**. This may affect the refund of your bond.
4. NO extension boards are allowed. All electrical equipment including leads **MUST BE certified TAGGED & TESTED** as per current Victorian legislation. **NO TAG & TESTING SERVICE WILL BE PROVIDED AT THE SQUARE.**
3. Your list of all food items for sale and charges **must be agreed with Cii** before print on a banner for the day. **ALL banners, the artwork and their printing charges are applied to the stallholders.**
4. As per the Fed Square PTY Ltd. Instructions, all food stalls are to use **biodegradable cutlery & crockery.**

5. **Meeting with COM health officer, Fed Square representative and CII is mandatory to attend** by each stallholder representative who will be present on the event day. FOOD HANDLING requirements and Rubbish management will be advised in this meeting.

## **V. EQUIPMENT PROVIDED:**

1. Each double food stall, a site of six meters by three meters (6 x 3m) with weights and covers, will include the following:
- (a) Non-slip Catering mats; & Catering floor coverings
  - (b) One (1) double light fitting;
  - (c) Two (2) Chairs and Two (2) Tables (1.8Mets)
  - (d) One water Drum with tap and (1) sink (hand washing);
  - (e) One (1) fire extinguisher & blanket with one sign;
  - (f) A common wash tent for cold and hot water supply will be provided at the expense of Celebrate India.**
  - (g) 5 poles for 2 banners (1x Business Name banner and 1x Menu Banner to be supplied by Vendor).
2. **Cool room is mandatory** for each stall on the day and preferred hirer is the supplier recommended by Fed Square management on cost basis.
3. Total power requirements will be based on all equipment used on the day in your marquee therefore a complete list of all equipment with their power requirement (amps) had to be submitted by **1st September** and **all payments including cool room charges be paid by 13th of September 2019.**
4. Additional power connection is **only** possible if any spare power is available on the day after everyone is connected first. **Additional charges of \$80.00 each lead will apply on all surplus connection.**

## **VI. SET UP TIMINGS/ PACK UP TIMINGS:**

1. Delivery time to set up the food stalls is **strictly between 7.00am to 9.00am** on the festival day.
2. Officials from CII will assist the applicant in finding the site. The Applicant must be **equipped with a trolley** to carry its supplies to the food stall.
3. Food stalls must operate between the hours of **11:00am to 10 pm only** after clearance from the food inspector of COM and the Celebrate India's team. **ALL FOOD STALLS MUST CEASE TO OPERATE AT 10 PM.**
4. Only Motor vehicle approved and/or preregistered with CII are permitted inside Fed Square at the time of setting up the food stall. Entry and exit points will be advised by CII.
5. **Registration numbers of all motor vehicle** used on event day for delivery of the Applicant's supplies are to be provided to CII by **12th October 2019.**

## **VII. TERMS RELATING TO FOOD STALL:**

1. All **banners** must be two hundred by ninety centimetres (200cm x 90cm) without affecting the placement of decorations organised by CII.
2. The Applicant must have **adequate public liability insurance** to cover all staff from their stall and the quality of all products supplied from the food stall. CII will not be liable for any operations from the food stall, and/or for the quality of all products supplied from the food stall.
3. The Applicant must have its own **accident and personal insurance** to cover its property, its employees and itself for the entire duration of the Event.

4. The **Applicant must be considerate to all other stall holders, customers, officials and not act in any way that may affect the reputation of CII**, including but not limited to the Applicant's behaviour, language, expression, conduct and participation. If at any time during the event, the Officials determine, at their sole discretion, that the Applicant's actions may affect the reputation of the CII, the Applicant will be required to immediately cease such action, including leaving the premises and forfeiting the bond.
5. The Applicant must comply with the terms and conditions contained herein, the applicable legislation of the **Victorian Occupational Health & Safety** and rules relating to food, the rules and regulations of the Melbourne City Council, Fed Square Management and all written and verbal instructions that may be given by CII.

#### **VIII. REFUNDS:**

1. **DAMAGE:** The Applicant accepts that additional charges will be imposed by CII and/or Fed Square as deemed necessary by them, for any damage caused by the Applicant, including but not limited to oil spillage, rubbish left, damage to surface or marquee, missing items and the extra cleaning required, which will be deducted from their bond money.
2. **BOND-** After due consultation with Fed Square regarding charges for repairs, CII will determine whether the bond will be made refundable to the applicant, and the decision will be final.
3. All **Refunds will be provided** only after the invoices from the Fed Square and other suppliers are finalised, which could take 8-10 weeks after the event.

#### **IX. LIABILITY:** The Applicant does not have under any circumstances any cause of action against or right to claim or recover from CII, the Officials and any volunteers for, or in respect of, any loss or damage of any kind whatsoever, caused directly or indirectly by:

- (a) any breach of these terms and conditions; or any fact, matter or thing relating to the food stalls; or
- (b) any defect in material or preparation of, or any other defect whatsoever in, or unsuitability for, any purpose of the food or any part of the food, supplied by the Applicant; or
- (c) by default or negligence on the part of CII, the Officials and any volunteers or of any employee, contractor or agent of CII or of any person for whom CII has legal responsibility relating to the supply of, or otherwise concerning the food stall, the site, or any part of the food stall.

#### **X. FORCE MAJEURE:**

1. If by reason of any fact, circumstance, matter or thing, including but not limited to industrial disputes, default of suppliers, compliance with governmental order, sabotage, rebellion, fires, flood, breakdown of plant or machinery, beyond the reasonable control of CII or the Applicant either is unable to perform in whole or in part any obligation under this agreement that party is relieved of that obligation under the terms and conditions contained herein to the extent and for the period that it is so unable to perform and is not liable to the other party to this agreement in respect of such inability.
2. Any delays in or failure of performance of either the Applicant or CII shall not constitute default under this agreement or give rise to any claims for damages.
3. In the event of any unforeseen circumstance, including but not limited to the incumbent weather, or declared emergency by Fed Square or the Victorian Government, CII or the Applicant is unable to perform in whole or in part any obligation under the terms and conditions contained herein, that party is relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and is not liable to the other party to this agreement in respect of such inability

#### **Xi. INDEMNITY:**

1. The Applicant shall indemnify and keep indemnified CII and any of its subsidiaries, affiliates, director, officers, agents, employees, volunteers, authorised representatives and consultants, against all and every claim, demand, action, suite, cost (including any solicitor costs calculated on an indemnity basis), loss or proceeding of whatsoever nature and however they shall be brought by any third party or on behalf of any third party including any solicitors costs calculated on an indemnity basis arising out of or incidental to the carrying out of the carrying out, completion or execution of the services for any reason or by any act or omission or fault or negligence by CII or any of its suppliers, subcontractors, consultants or any other person acting on or purporting to be acting by CII's direction or control or on behalf of CII.
2. This indemnity shall specifically extend to and include an indemnity by the Applicant to CII for damage to property and injury to or death of any third party including any person who is employed by or acting under the direction or control of the Applicant.

#### **XII. GOVERNING LAW:**

The laws of Victoria in force shall govern this agreement from time to time, and the parties agree to submit to the jurisdiction of the Courts of that State.

- #### **XIII. INVALIDITY:** If any clause or part thereof contained in this agreement shall be judged to be invalid for any reason whatsoever such Invalidity shall not affect the validity or operation of the remainder of this agreement and such invalid clause or part thereof shall be deemed to have been deleted from this agreement.